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This Contract for Sale of Goods is made this ___ day of _____, 20__ by and between _____, a [STATE OF ORGANIZATION OR RESIDENCE] [CORPORATION/PARTNERSHIP/SOLE PROPRIETORSHIP/RESIDENT], with its principal place of business at [COMPLETE ADDRESS], (“Seller”) and _____, a [STATE OF ORGANIZATION OR RESIDENCE] [CORPORATION/PARTNERSHIP/SOLE PROPRIETORSHIP/RESIDENT], with its principal place of business at [COMPLETE ADDRESS] (“Buyer”) for the purchase of the goods described below:

Qty.	Item #	Description	Price	Total

1. Term. This Contract shall begin on _____, 20__, and end upon the last delivery, which shall be shipped, with or without requisition for the balance of goods then unshipped, by _____, 20__, unless the parties agree otherwise. However, if as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for its damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney fees.

2. Delivery. Buyer will give Seller ____ days’ advance notice regarding the quantity requested for delivery. Upon receipt of the request for delivery, Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be F.O.B. _____.

3. Risk Of Loss. The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Seller until the Goods have been received by the Buyer.

4. Acceptance. Buyer will have the right to inspect the goods upon receipt, and within __ business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer. All notices between the parties must be in writing and delivered by courier or by certified mail, return receipt requested.

5. Charges. Seller shall invoice Buyer upon and for each shipment. Buyer shall pay all charges on terms of _____. Any late payment shall bear a late charge of ____%. Overdue invoices shall also bear interest at the rate of ____% per _____. If Seller undertakes collection or enforcement efforts, Buyer shall be liable for all costs thereof, including attorney fees. If Buyer is in arrears on any invoice, Seller may, on notice to